# JOURNAL CONTRIBUTOR PUBLISHING AGREEMENT

For the STATA JOURNAL (the "Journal")

Owned by STATACORP LLC, 4905 Lakeway Drive, College Station, TX ("StataCorp") Published by SAGE Publications, Inc., 2455 Teller Road, Thousand Oaks, CA 91320 ("SAGE")

TITLE OF ARTICLE (the "Article"):
CORRESPONDING CONTRIBUTOR:
"Corresponding Contributor" refers to the lead author.
CONTACT INFORMATION:
ALL CO-AUTHORS:
The Corresponding Contributor and all co-authors of the Contribution are collectively referred to as "Contributors" and individually as a "Contributor."
Please read the full terms, then complete and return this form by mail or email to StataCorp's Editorial Office at: StataCorp LLC, 4905 Lakeway Drive, College Station, TX 77845
editors@stata-journal.com.
EXCLUSIVE LICENSE TO PUBLISH
Contributors represent and warrant that they own the copyright in the Contribution unless one of the following is checked:
☐ Work made for hire for employer/Work done in the course of employment (non-government): the portion of the Contribution prepared by the following Contributor,, was created at the request of such Contributor's employer and within the scope of the Contributor's employment, and the copyright in the Contribution is owned by the Contributor's employer. (Both Contributor and an authorized representative of the Contributor's employer must sign this Agreement.)  Please name Employer:  Authorized representative of Employer must sign to acknowledge the terms of this Agreement, including the exclusive license to publish granted to StataCorp:
Signed by:Name, Title:
☐ U.S. Government work: Contributors are employees of the United States Government and prepared the Contribution as part of their official duties.  Please name Government Employer/Agency:  Section 3 of the attached "Terms of Agreement" will apply.
Other Government work (not U.S.): Contributors are employees of the Government of the country indicated below and prepared the Contribution as part of their official duties.  Please name Government Employer: Country:
The Contribution contains third-party material and/or personal images requiring permission.  Yes No

Please forward all permission agreements to StataCorp at the above address within five [5] days after signing this Agreement.

In consideration for publication of the Article in the Journal identified above, Contributors hereby grant StataCorp LLC, the owner of the Stata Journal (hereinafter, "StataCorp"), the exclusive right and license to reproduce, publish, republish, prepare all foreign language translations and other derivative works, distribute, sell, license, transfer, transmit, and publicly display copies of, and otherwise use, the Article, in whole or in part, alone or in compilations, in all formats and media and by any method, device, or process, and through any channels, now known or later conceived or developed; the exclusive right to license or otherwise authorize others to do all of the foregoing; and the right to assign and transfer the rights granted hereunder. To the extent that any right now or in the future existing under copyright is not specifically granted to StataCorp by the terms of this Agreement, such right shall be deemed to have been granted hereunder.

With respect to the abstract of the Article ("Abstract") and any Supplemental Materials, as defined in Section 2 of the Terms of the Agreement, provided by Contributors, Contributors hereby grant to StataCorp on a non-exclusive basis, all rights and licenses set forth above with respect to the Article.

The Article, Abstract, and Supplemental Materials are collectively referenced herein as the "Contribution".

By signing this Agreement on behalf of all Contributors, the signing Contributor represents and warrants that he/she has received written permission from each Contributor to sign this Agreement on his or her behalf and to grant the exclusive license herein. Contributors understand that he/she each has the option of having each Contributor sign a separate copy of this Agreement by contacting StataCorp for a version of this Agreement to be signed by each Contributor and returned directly to StataCorp.

For Contributors:	
Signed:	
Date:	_

#### TERMS OF AGREEMENT

#### Section 1: Warranties; Indemnification

Contributors, jointly and severally, warrant and represent that (a) all Contributors have the full power and authority to enter into and execute this Agreement and to license the rights granted herein, and that such rights are not now subject to prior assignment, transfer, or other encumbrance; (b) the Contribution is the original work of Contributors (except for copyrighted material owned by others for which written permission has been obtained), has not been previously published in any form (except for any previous public distribution of the Contribution, which has been disclosed in writing to StataCorp and has been submitted only to the Journal; (c) the Contribution does not infringe the copyright or violate any proprietary rights, rights of privacy or publicity, or any other rights of any third party, and does not contain any material that is libelous or otherwise contrary to law; (d) all statements and presentation of data in the Contribution asserted as factual are either true or based on generally accepted professional research practices, and no formula or procedure contained therein would cause injury if used in accordance with the instructions and/or warnings included in the Contribution; and (e) any studies on which the Contribution is directly based were satisfactorily conducted in compliance with the governing Institutional Review Board (IRB) standards or were exempt from IRB requirements. In the event that any of the foregoing warranties or representations are breached, Contributors, jointly and severally, shall indemnify and hold harmless StataCorp, the Journal's Editors, and StataCorp's affiliates, assigns, and licensees (expressly including SAGE), against any losses, liabilities, damages, costs and expenses (including legal costs and expenses) arising from or resulting out of any claim or demand of any kind relating to such breach.

## **Section 2: Supplemental Materials**

Supplemental Materials, as used in this Agreement, means all materials related to the Article, but not considered part of the typeset Article as published in the Journal, provided by Contributors to StataCorp. Supplemental Materials may include, but are not limited to, software code, data sets, appendices, and additional text, charts, figures, illustrations, photographs, and computer graphics.

If Contributor submits Supplemental Materials to StataCorp or Work contains listing of Supplemental Materials which is not in the public domain and not copyrighted by another party, Contributor grants to StataCorp a perpetual, irrevocable, transferable, royalty-free license to modify, reproduce, and distribute the Supplemental Materials, with the right to sublicense through multiple tiers of distribution. Contributor retains the right to modify, reproduce or distribute Supplemental Materials.

#### Section 3: U.S. Government Works; Works Prepared Under U.S. Government Contract or Grant

If the Contribution is identified as a U.S. Government work, then Contributors hereby certify that all Contributors were officers or employees of the United States Government at the time the Contribution was prepared and that the Contribution was prepared by Contributors as part of their official government duties. StataCorp acknowledges that under the U.S. Copyright Act of 1976, as amended, United States copyright protection is not available for U.S. Government works, which are considered to be in the public domain in the United States. StataCorp acknowledges that Contributors' execution of this Agreement documents their permission to StataCorp to publish the Contribution and signifies that Contributors agree with all other terms of this Agreement, but does not convey an exclusive license to StataCorp to publish the Contribution. StataCorp acknowledges that authors of U.S. Government works may not be able to accept complimentary copies of the Contribution, or may only accept the complimentary copies on behalf of their employing agency, and StataCorp will follow Contributors' preference with respect to providing complimentary copies. If the Contribution was prepared under a U.S. Government contract or grant, StataCorp acknowledges that the United States Government reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the Contribution for official United States Government purposes only, and to authorize others to do so, if the U.S. Government contract or grant so requires. However, such works will not be considered U.S. Government works, as described previously. Upon request, Contributors will provide StataCorp with the contract number of the U.S. Government contract or grant and/or copy of the contract.

#### Section 4: Contributors' Credit

Each Contributor will receive credit as an author of the Contribution when it is published in the Journal; the form and placement of the credit will be determined by StataCorp. Corresponding Contributor is responsible for providing the name and contact information of each Contributor to StataCorp in order to ensure accurate credit. Each Contributor grants StataCorp and its licensees and grantees the right to use such Contributor's name, likeness, biographical information, and professional credits on copies of the Contribution and the Journal and in connection with the exercise of any other of StataCorp's rights granted hereunder and in advertising, marketing, and promotion in connection therewith, and to grant such rights to any licensees or assigns of StataCorp's rights hereunder.

#### Section 5: Copyediting; Proofreading

StataCorp (and/or SAGE) may copyedit the Contribution and Supplemental Materials, if any, for clarity, brevity, accuracy, grammar, word usage, and style conformity and presentation as StataCorp deems advisable for production and publication in the Journal. Corresponding Contributor shall proofread proofs of the Contribution and indicate any proposed corrections or other changes and their timely return to StataCorp as directed, with time being of the essence. StataCorp may charge to Contributors the cost of making extensive text changes in proofs requested by Corresponding Contributor at a rate of \$2.00 per line. If corrected proofs are not timely returned, StataCorp may proceed with the publication of the Contribution as it deems appropriate.

## Section 6: Publishing Ethics & Legal Adherence

Contributions found to be infringing this Agreement may be subject to withdrawal from publication (see Termination below) and/or be subject to corrective action. StataCorp (and/or SAGE) reserves the right to take action including, but not limited to: publishing an erratum or corrigendum (correction); retracting the Contribution; or taking appropriate legal action.

#### **Section 7: Termination**

This Agreement must be signed by or on behalf of all the copyright holders in the Contribution as a condition of publication. StataCorp makes no guarantee that the Contribution will be published in the Journal. If for any reason the Contribution is not published in the Journal, then all rights in the Contribution granted to StataCorp shall revert to Contributors and this Agreement shall be of no further force and effect, and neither StataCorp (nor SAGE) nor Contributors will have any obligation to the other with respect to the Contribution.

#### **Section 8: General Provisions**

The validity, interpretation, performance and enforcement of this agreement is governed by the laws of the State of Texas, without regard to the conflicts of law principles. In the event a dispute arises out of or relating to this Agreement, the parties agree to first make a good-faith effort to resolve such dispute themselves. Upon failing, the parties shall engage in non-binding mediation with a mediator to be mutually agreed on by the parties. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which the parties cannot settle themselves or through mediation, shall be settled by arbitration in Houston, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award will be final and binding, and the judgment may be entered in any court of competent jurisdiction. Nothing in this paragraph limits either party from seeking injunctive or equitable relief in any court.

No amendment or modification of any provision of this Agreement shall be valid or binding unless made in writing and signed by all parties. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, understandings, and representations. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. This Agreement may be executed in counterparts, each of which shall be deemed the original, all of which together shall constitute one and the same instrument. A faxed copy or other electronic copy of this Agreement shall be deemed an original. The parties authorize that their electronic signatures act as their legal signatures of this Agreement.

### Section 9: Declaration of Conflicts of Interest

Contributors certify that all potential conflicts of interest have been acknowledged in the Contribution and covering letter accompanying the Contribution, including but not limited to, all forms of financial and commercial support, including pharmaceutical company support and any commercial or financial involvements that might present an appearance of a conflict of interest related to the Contribution and any other potential conflicts identified in the Journal's manuscript submission guidelines.

## Section 10: Contributor's Responsibilities with Respect to Third Party Materials

Contributors are responsible for: (i) including full attribution for any materials not original to the Contribution, (ii) securing and submitting with the Contribution written permissions for any third party materials allowing publication in all media and all languages throughout the world in perpetuity, (iii) making any payments due for such permissions.

For information regarding Contributor's re-use rights, please see SAGE's policy here: <a href="https://us.sagepub.com/en-us/nam/journal-author-archiving-policies-and-re-use">https://us.sagepub.com/en-us/nam/journal-author-archiving-policies-and-re-use</a>.

StataCorp will provide the Corresponding Contributor of the Contribution with an electronic copy of the Contribution.